

**RESOLUTION NO. 09-126**

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY TO ENTER INTO AN INTERLOCAL AFFILIATION AGREEMENT WITH THE HIALEAH HOUSING AUTHORITY TO ENABLE TO THE CITY TO AFFILIATE WITH THE HIALEAH HOUSING AUTHORITY IN ORDER TO OPERATE THE CITY THERAPEUTICS CENTER FOR THE DEVELOPMENTALLY DISABLED UNDER ITS ADULT DAY CARE CENTER LICENSE FOR A TERM OF ONE YEAR, COMMENCING ON SEPTEMBER 1, 2009 AND ENDING ON AUGUST 31, 2010, WITH AN OPTION TO RENEW FOR AN ADDITIONAL YEAR, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1".

**WHEREAS**, the City of Hialeah, in order to expand its funding for the developmentally disabled participants in the therapeutics program operating out of the Edgar J. Hall Special Population Center located at Buck Dent Park, is in the process of applying for a license to operated an Adult Day Care Center issued by the State of Florida, and

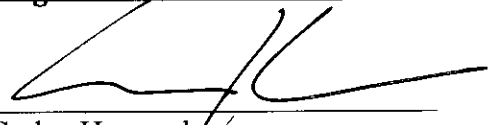
**WHEREAS**, during the application process, the City of Hialeah, in order to benefit from state funding for each participant, finds it in its best interest to affiliate with the Hialeah Housing Authority to utilize the Authority's Adult Day Care Center license, under the Authority's supervision and direction.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

**Section 1:** The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

**Section 2:** The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, into an Interlocal Affiliation Agreement with the Hialeah Housing Authority to enable to the City to affiliate with the Hialeah Housing Authority to operate the City therapeutics center for the developmentally disabled under the Hialeah Housing Authority's Adult Day Care Center license for a term of one year, commencing on September 1, 2009 and ending on August 31, 2009, with an option to renew for an additional year, a copy of which is attached hereto and made a part hereof as Exhibit "1".

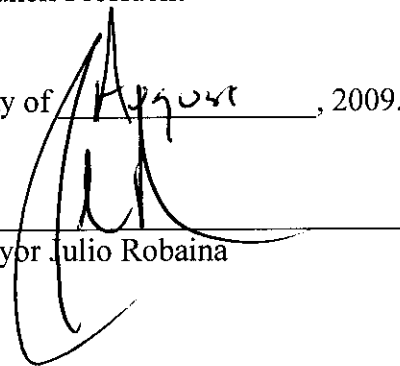
PASSED AND ADOPTED this 25th day of August, 2009.

  
\_\_\_\_\_  
Carlos Hernandez  
Council President


Attest:

Approved on this 26th day of August, 2009.

  
\_\_\_\_\_  
Rafael E. Granado, City Clerk

  
\_\_\_\_\_  
Mayor Julio Robaina

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
William M. Grodnick, City Attorney

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Resolution was adopted by a unanimous vote with Councilmembers, Caragol, Casals-Muñoz, Cue, Garcia-Martinez, Gonzalez, Hernandez, and Yedra voting "Yes".

## **INTERLOCAL AFFILIATION AGREEMENT BETWEEN CITY OF HIALEAH AND THE HIALEAH HOUSING AUTHORITY**

This Interlocal Affiliation Agreement ("Agreement") entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Hialeah, Florida, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida, located at 501 Palm Avenue, Hialeah, Florida 33010 and the Hialeah Housing Authority, a public housing authority, located at 75 East 6th Street, Hialeah, Florida 33010.

### **RECITALS**

**WHEREAS**, the City of Hialeah, Florida and the Hialeah Housing Authority agree to enter into an interlocal affiliating agreement pursuant to section 163.01, Florida Statutes, that allows public agencies to make the most efficient use of their powers to enable them to cooperate with other public agencies on the basis of mutual advantage; and

**WHEREAS**, pursuant to Hialeah, Fla., Resolution 09-\_\_\_\_\_, the City of Hialeah has authorized and approved the execution of this Agreement; and

**WHEREAS**, the Hialeah Housing Authority has duly authorized and approved the execution of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

#### **1. TERM**

The term of this agreement is one year, commencing on September 1, 2009 and ending on August 31, 2010. This agreement will be in effect during the term indicated above. All activities as described in Article 2 shall be undertaken, performed and completed within the term provided herein. The parties may agree one annual renewal of the agreement.

#### **2. RESPONSIBILITIES**

The Hialeah Housing Authority shall maintain at all times an active, current license for an Adult Day Care Center issued by the State of Florida, Agency for Health Care Administration pursuant to Chapter 429, Part III, Florida Statutes, a copy of which is attached hereto and made a part hereof as Exhibit "1". The City of Hialeah shall operate its therapeutics program for the developmentally disabled, located at the Edgar J. Hall Special Population Center, at Bucky Dent Park, 2250 West 60 Street, Hialeah, Florida under the supervision and direction of the Hialeah Housing Authority, through its license. The City shall comply with the policies and procedures adopted by the Hialeah Housing

Authority in connection with the activities encompassed by the Adult Day Care Center license, a copy of which is attached hereto and made a part hereof as Exhibit "II".

### **3. COMPENSATION AND PAYMENT TERMS**

. The Hialeah Housing Authority shall timely apply for grant funding for each participant from the appropriate state and federal agencies and shall transmit such funds to the City no later than 10 days upon receipt of such funds. The Hialeah Housing Authority shall also apply for funding for the daily lunch program and to the extent that the Hialeah Housing Authority is not able to secure lunch program funds, then the cost of such program shall be deducted from the federal or state funding received for each participant in the City therapeutics program.

### **4. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

The parties shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments.

### **5. NOTICES**

All notices or other communications which shall or may be given pursuant to this agreement shall be in writing and shall be delivered by personal service, or by U.S. mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

#### **CITY OF HIALEAH**

Marla Alpizar, Director  
Education and Community Services  
Department  
7400 West 24 Avenue  
Hialeah, Florida 33016  
Telephone: (305) 698-3905  
FAX: (305) 818-9841

#### **HIALEAH HOUSING AUTHORITY**

Alex Morales,  
Executive Director  
Hialeah Housing Authority  
75 East 6<sup>th</sup> Street  
Hialeah, Florida 33010  
Telephone: (305) 888-9744  
FAX: (305) 887-8738

### **6. NONDELEGABLE AND NONASSIGNABLE**

The duties and obligations undertaken by the parties herein pursuant to this agreement shall not be delegated or assigned to any person or firm, unless both parties shall first consent in writing to the performance or assignment of such

service or any part thereof by another person or firm. Under no circumstances shall either party assign, transfer, convey or otherwise hypothecated any interest, rights, duties or obligations hereunder or any part thereof.

## **7. CONSTRUCTION OF AGREEMENT**

This agreement shall be construed and enforced according to the laws of the State of Florida. Venue for any litigation, which may arise in connection with this Agreement, shall be in Miami-Dade County, Florida. The parties agree to be subject to the jurisdiction (subject matter and in personam) of the courts in Miami-Dade County, Florida and amenable to process.

## **8. SUCCESSORS AND ASSIGNS**

This agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successors and assigns.

## **9. INDEMNIFICATION**

The City of Hialeah, Florida shall indemnify and save the Hialeah Housing Authority, its officials, directors, employees, agents, representatives and attorneys, from and against any and all claims, liabilities, losses and causes of action that arise out of or in connection with all activities, responsibilities and obligations under this agreement, including all other acts or omissions to act, whether caused by the **NEGLIGENCE** or **CARELESSNESS**, on the part of the Hialeah Housing Authority or any person acting for or on its behalf, and from and against any orders, judgments, or decrees which may be entered and from and against all costs, attorney's fees, expenses incurred at the trial, appellate or administrative level or proceedings and liabilities incurred in the defense of any such claims or in the investigation thereof, subject to the limitations set forth in section 768.28, Florida Statutes and subject to the monetary limits stated in section 768.28, Florida Statutes, whether the claim is in contract or in tort.

## **10. NONDISCRIMINATION**

The parties agree that it shall not discriminate as to race, color, creed, national origin, religion, age or disability in connection with its performance hereunder.

## **11. FORCE MAJEURE**

Neither party shall be liable for failure or delay in performing obligations set forth in this agreement, and neither party shall be deemed in breach of its obligations, if such failure or delay is due to hurricane, flooding, tornado or other adverse weather events, disasters caused by human neglect or intervention, war,

strike, lock-out, or other industrial or transportation disturbances, law, regulation or ordinance, or any causes reasonable beyond the control of such party.

## **12. ENTIRE AGREEMENT**

This agreement and its attachments and exhibits, if any, constitute the sole and only agreement of the parties and accurately set forth the rights, duties, and obligations of each to the other. Any prior agreements, promises, negotiations, or representations not expressly set forth in this agreement is of no force and effect.

## **13. AMENDMENT**

No amendments to this agreement shall be binding on either party unless in writing and signed by both parties.

## **14. MISCELLANEOUS**

A. Captions, title and paragraph headings are for convenient reference and are not a part of this agreement. Such captions, title or paragraph headings shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this agreement.

B. The terms "City of Hialeah" and "Hialeah Housing Authority" as herein contained shall include the singular and/or the plural, the masculine, the feminine and/or the neuter wherever and whenever the context so requires or admits.

C. No waiver or breach of any provision of this agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provisions, paragraph, sentence, word or phrase contained in this agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Hialeah, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this agreement shall remain unmodified and in full force and effect.

E. Each party represents that this agreement has been duly authorized, executed and delivered by the governing body of their respective agency and that each agency has the required power and authority to perform this agreement.

F. Further Assurances. All parties hereto upon the request of any other party shall execute such further instruments or documents as may be reasonably required by the requesting party to implement the terms, conditions and provisions of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by the respective officials thereunto duly authorized, this the day and year first above written.

Interlocal Agreement  
City of Hialeah /Hialeah Housing Authority

City of Hialeah, Florida  
501 Palm Avenue  
Hialeah, Florida 33010-0040

Attest:

Authorized signature on behalf of  
City of Hialeah

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Rafael E. Granado  
City Clerk

---

Mayor Julio Robaina                      Date

(SEAL)

Approved as to legal sufficiency and form:

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William M. Grodnick  
City Attorney

Hialeah Housing Authority  
75 East 6th Street  
Hialeah, FL 33010

:

Authorized signature on behalf of  
Hialeah Housing Authority

---

Julio Ponce                                      Date  
Chair

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Alex Morales  
Executive Director

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# State of Florida

DEPARTMENT OF HEALTH  
DIVISION OF HEALTH QUALITY ASSURANCE

## ADULT DAY CARE CENTER

Standard

This is to confirm that WILLIAM LEHMAN ADULT DAY CARE CENTER, has complied with Chapter 429, Part III, laws of the State of Florida and with 58A-6, rules of the State of Florida and is authorized to operate the following:

WILLIAM LEHMAN ADULT DAY CARE CENTER  
7605 WEST 10TH AVENUE  
HIALEAH, FL 33014  
DADE

TOTAL CAPACITY: 60

EFFECTIVE DATE: 10/20/2007

EXPIRATION DATE: 10/19/2009

*Elizabeth Gadek*  
Deputy Secretary, Division of Health Quality Assurance

**HIALEAH HOUSING AUTHORITY**  
**WILLIAM LEHMAN ADULT DAY CARE CENTER**

**POLICIES AND PROCEDURES**

**Hours**

The Adult Day Care Center is opened from 8:00 A.M. To 6:00 P.M. Monday through Friday. A program of activities is offered from 9:00 A.M. to 3:00 P.M. daily.

**Holiday Policy**

The center will not be opened on Holidays. Participants and family will be notified in advance.

**Admission Requirements**

All applicants will be evaluated regardless of race, national origin or religious creed according with the following requirements:

**Physical**

1. Must be at least 18 years of age or older.
2. Mentally stable per physician's validation.
3. Not suffer from any communicable or contagious diseases, or disabilities requiring services beyond those that the William Lehman Adult Day Care Center is licensed to provide.
4. Each participant must have a complete medical report on Purified Protein Derivative (P.P.D.) signed by a Florida Licensed Physician or a County Health Unit, stating that participant is free from tuberculosis in a communicable form prior to admission. No applicants will be admitted without P.P.D. results and required medical report. No applicants exhibiting aggressive or harmful behavior to self or others will be accepted.
5. Capable of performing activities of daily living when provided with verbal and physical cues.
6. Adequate physical and sensory ability to participate in activity programs.
7. Continent of bowel and bladder, or manageable with assistive products or time schedule.
8. Free from addiction to alcohol or narcotics.
9. Must be able to transfer from wheel chair with minimal assistance.

Medical exams and P.P.D. results will be required annually; failure to comply with this request will result in discontinuance of participation in our program.

**Cognitive**

1. Alert and able to focus attention.
2. Oriented to person.
3. Able to retrieve long term memories.
4. Able to follow one step directions.
5. Able to recognize familiar objects.

Communication

1. Able to respond appropriately when prompted.
2. Able to communicate basic needs.
3. Naming ability basic intact.

Social

1. Willing to attend Center and participate in programs.
2. Socially appropriate.
3. No disruptive or abusive behavior.
4. Available family/caregivers

Other

1. Medication requirements compatible with program.
2. Completes intake assessment.
3. Does not require one-to-one constant supervision.
4. Agrees to two-four week trial period.

Our professional staff prior to acceptance will interview any potential participant. A trial day can be scheduled after a site visit to assure participant will have a first hand experience of services available.

Emergency Policy

Should an emergency arise, the William Lehman Adult Day Care Center's professionals will use their best judgment to administer help as needed or call 911. In accordance with the Emergency Authorization Form signed at the time of admission, the appropriate responsible party and/or Doctor will be contacted when available.

The nurse at the Center must be notified in writing regarding significant changes in participant's medical care. These changes include:

1. Change of Physician
2. Change of medications
  - (a) Addition/Deletion
  - (b) Letter from M.D.
3. Living Will

Life, Safety, Hurricane Plan and Fire Control

A monthly fire drill is carried out at the Center. The Center also has procedures for emergency life, safety and fire control. During a hurricane warning, participants will be contacted by the Center's staff to advise them if services will be available.

Transportation

Transportation will be available for an extra fee of \$5.00 to participants who are able to travel in a group form. Each rider must wear a seat belt. The Center reserves the right to decide at any point in time whether or not the family should provide transportation for the health and well being of the participant and/or group.

Participant must be ready at scheduled pick up time and someone must be home to receive participant at scheduled time of return. Failure to do so may result in staff overtime charge for the additional time required.

**Attendance/Absences**

Participants are expected to attend on those days, which they have reserved. Participants will be charged for all committed days except when an excused absence or leave of absence has been granted. Said requests must be made at least twenty-four hours in advance.

**Leave of absence (LOA):** Absence for an extended period of time. Participants may request a leave of absence for the following reasons:

1. Prolonged illness
2. Hospitalization
3. Vacation

When a leave is requested because of illness, a Doctor's certification of ability to return is required.

When a period of time over six months elapses during a leave of absence, regardless of reasons, a Doctor's certification of ability to return is required.

**Excused Absence**

A participant may obtain an excused absence if requested in advance. This request may be due to a personal appointment, a Doctor's appointment, sudden illness, or anything interfering with the participant's ability to attend.

**Notification of Absence**

It is essential that the Center be notified of any participant's absence. We need to know the nature of any illness, which might affect the group. Staff is concerned about the physical and mental well being of the participants. We want to be sure that the participant receives appropriate care.

In any event, participants are required to call before 8:00 A.M. on any morning in which they do not wish to be picked up by the van. Failure to do this causes the driver and all participants in the van to travel unnecessarily and experience delays. (Delays occur when the driver must stop and see to the reason why the participant is not coming or if there is an emergency problem).

**Policies and Procedures**

All required policies and procedures are explained to each participant and/or responsible party. Acknowledgement of receipt must be signed by the participant and/or responsible party and kept on file, in the participant's chart.

**Calendar of Events**

A calendar of activities is given to each participant monthly.

**Standards for Participant Care**

Every new participant will receive a copy of the Standards for Participant Care. Acknowledgement of receipt must be signed by the responsible party and kept on file, in the participant's chart.

**Gratuities**

It is the policy of this institution that staff members may not accept a cash gift as a gratuity. Any employee who accepts a cash gratuity will be subject to immediate termination. This kind of unpleasantness can be prevented by not offering any staff member any gratuity at any time. Our staff is happy to provide day care service, at the highest quality level. We care.

**Living Wills**

If the participant has a "Living Will", or has indicated his/her wishes in the event of cardiac or respiratory arrest or other life-threatening circumstances, a notarized copy must be provided to the Center. "No Code" or "Do Not Resuscitate" orders must be approved by the participant's doctor, in writing.

**Personal Possessions**

Please insert some type of label on sweaters, jackets, coats, or hats. Labels or marks should be placed inside clothing or personal articles: (eyeglasses should be labeled if likely to be misplaced by participant). When these items are taken off and put on a common rack, it is often difficult to identify to whom the garment belongs. Be sure that packages or handbags contain some form of identification.

**Extra Clothing**

Each participant must bring in a change of clothing, with each piece marked appropriately with the participant's name. These clothes are held at the Center for emergency use.

**Valuables**

There is no need for a participant to carry money on his/her person or in handbags. The Center can not assure the safety of cash or other valuables.

**Discharge from Program**

Discharge from the program will be made by the Program Director after consultation with staff. Any participant whose behavior and physical limitations are deemed hazardous to the safety of the individual or other participants will be discharged from the Center. Said participant may be terminated after reasonable alternatives have failed, upon written notification of the participant, guardian and responsible person. Fifteen calendar days shall be allowed for arranging for alternative services for the participant except in cases of emergency as determined by the governing authority of the Center.

**Reasons for Termination**

1. Participant's needs can no longer be fulfilled by the services that the Center is licensed to provide.
2. Participant's behavior and or physical limitations are such that they endanger the safety of the participant and/or others.
3. Absence from the program for two months without a projected date for return.
4. Non-payment for a period of two months.